DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

New Home Addendum

For Use in Washington, DC & Montgomery County, Maryland

(Required for Use with MAR and Regional Contracts)

The Contract of Sale dated _____ , Address 5803 Melvern Drive
City Bethesda , State MD Zip 20817-2536
Lot: 16 Block/Square: F Subdivision: Wyngate
between Seller Douglas Construction Group, LLC and
Buyer _____ is
hereby amended by the incorporation of the following paragraphs, which shall supersede any provisions to the contrary in the Contract.
WHEREAS, the said contract form is used primarily for resale transactions; and
WHEREAS, the subject property of this contract is a new home;
NOW, THEREFORE, notwithstanding anything to the contrary in said contract, in consideration of the mutual covenants and conditions herein contained, and intending to be legally bound, the Parties hereto agree as follows:

1. RESALE PROVISIONS DELETED: All provisions in the attached contract regarding property condition, termite repairs, access to the property, possession, and settlement date are hereby deleted.

2. CONSTRUCTION:

A. In the event that this Contract is contingent upon financing, Seller may elect to delay construction on subject property until said financing contingency is either (1) satisfied pursuant to the provisions of the financing contingency contained in the Contract of Sale (see Regional Contract Par. 10, MAR Contract Par. 10, or Montgomery County Jurisdictional Addendum Par. 12), or (2) removed by providing to Seller evidence that Buyer has sufficient funds available to complete settlement without obtaining said financing.

B. In the event that this Contract is contingent upon an appraisal, Seller may elect to delay construction on subject property until the appraisal contingency has been removed or satisfied pursuant to the provisions of said appraisal contingency.

C. Seller agrees to complete on the premises, a dwelling as described and set forth in the attached Exhibits, subject to the options and/or changes selected and paid for by Buyer. These options/changes will be specified on a separate attachment as Exhibits to this Contract.

D. The Seller reserves the right to make such changes or substitutions in the construction, materials and equipment, and to revise the plan, as Seller may deem necessary due to the unavailability of certain materials or equipment, peculiar engineering, construction and /or permit inspection requirements, or topography of the premises. Any changes and/or substitutions made shall be in substantial conformance with the attached Exhibits.

E. It is further agreed that the location of the driveways, walkways and patios, the grading, planting and landscaping, including the disposition of existing trees and the control of waterflow, the inclusion or exclusion of retaining walls and other site details are subject to change at the absolute discretion of the Seller depending upon site or job conditions encountered and/or permit requirements.

©2014, The Greater Capital Area Association of REALTORS®, Inc.
This recommended form is the property of the Greater Capital Area Association of REALTORS® and is for use by members only.
Previous New Homes Sales Contracts should be destroyed.

RE/MAX Realty Services, 4825 Bethesda Avenue #200 Bethesda MD 20814
Phone: (301) 347-4121 Fax: (301) 347-1623 Jeremy Lichtenstein 5803 Melvern

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

3. STANDARD SELECTIONS AND OPTION EXTRAS: The Buyer may select options and/or upgrades for the home chosen, provided, however, that:

A. Option selections and allowances must be submitted in writing and delivered within **3** days from the date Seller provides written notice to Buyer to select said options. Seller shall give written notice of the costs of selected option/upgrades to Buyer as soon as they are calculated by Seller, and Buyer shall have three (3) business days after receipt of that information to advise Seller in writing as to what options are desired. Seller and Buyer may mutually extend said timeframe to determine choice and cost of options. Buyer may make interior decorating and color selections from Seller's standard selections provided that such selections are completed and delivered to Seller within the timeframe designated herein. In the event Buyer does not make selections within the required timeframe, Seller reserves the right to complete the home using Seller's standard selections.

If the parties cannot agree as to the choice and/or cost of options, then the home shall be constructed per the agreed upon plans and specifications attached and made a part of this Contract.

B. **One Hundred** percent (**100** %) of the cost of any options agreed to by Buyer and Seller shall be paid for by Buyer in the form of cashier's check(s) or wire transferred funds at the time house construction begins or at the time of making the selection, if house is completed or under construction. This payment and any future payments for options are nonrefundable. The balance of such costs shall be due and payable at settlement. Buyer reserves the right to increase the sales price of the home to incorporate the actual cost of the options. In such case, the monies advanced to Seller prior to settlement for said options shall be credited to Buyer at settlement as additional deposit(s).

C. It is understood that this provision does not permit Buyer to select any standard construction option if construction has proceeded beyond the stage where the option is available in the normal course of Seller's standard construction practices.

D. Once Buyer has selected options and/or made decorating and color selections, no further alterations, changes or additions shall be made in the construction of the dwelling, unless approved by Seller in writing and a nonrefundable change order fee of **20%** is paid by Buyer.

4. DEPOSIT: (Maryland only) In the event Seller is holding the deposit, Seller may, in accordance with the provisions of Title 10, Subtitle 3, Sections 10-301 -10-303, of the Real Property Article of the Annotated Code of Maryland:

A. Deposit or hold the sum in an escrow account segregated from all other funds of the vendor or builder to assure the return of the sum to the purchaser in the event the purchaser becomes entitled to a return of the sum;

B. Obtain and maintain a corporate surety bond in the form and in the amounts set forth in §10-302, conditioned on the return of the sum to the purchaser in the event the purchaser becomes entitled to the return of the money; or

C. Obtain and maintain an irrevocable letter of credit issued by a Maryland bank in the form and in the amounts set forth in §10-303.

5. SETTLEMENT AND CONTRACT PERFORMANCE DATES: The Seller provides the following estimated settlement and/or performance dates:

A. Settlement date _____ .

B. 365 days from date of ratification (outside delivery date per paragraph 7 hereof) _____ .

C. Other date(s) _____ for performance of _____ .

NOTE: All estimated settlement and performance dates, if any, must be included in this paragraph.

6. NOTICE OF SETTLEMENT AND CONTRACT PERFORMANCE DATES: Once the property is substantially completed, as defined in this paragraph, Buyer agrees to make full settlement for this property. The Seller agrees to provide Buyer with no less than ten (10) and not more than thirty (30) days of Notice of the Settlement Date . Both parties agree that the property shall be construed to have been substantially completed on the date the property has passed final governmental inspection, if required, and the Seller can offer Buyer occupancy. If, however, at Seller's sole discretion, items such as landscaping, exterior concrete, driveways, final grading, sod or seeding, and exterior painting cannot be completed by reason of weather conditions, settlement shall be consummated on the date so scheduled by Seller so long as temporary access to the property is provided to Seller. Seller agrees that such uncompleted items

©2014, The Greater Capital Area Association of REALTORS®, Inc.
This recommended form is the property of the Greater Capital Area Association of REALTORS® and is for use by members only.
Previous New Homes Sales Contracts should be destroyed.

shall be completed in the reasonable course of business as weather conditions permit. Buyer agrees to accept and cooperate in such temporary access and shall give Seller and Seller's agents and contractors' adequate access to the property to enable them to complete such work. Buyer acknowledges that Seller is not responsible for lawn care and Seller's obligation to complete seeding or sodding shall be deemed satisfied once the installation of those materials has been completed.

7. DELIVERY AND POSSESSION: Seller agrees to give possession at the time of settlement hereunder, provided Buyer has paid the full purchase price and complied with all the terms of this Contract. The inability of Seller to perform and/or make delivery hereunder because of any local, municipal, county, state or federal action, regulation, order or other government requirement shall not affect the validity and enforceability of this Contract and all of the time periods provided for herein for performance and/or delivery shall automatically be extended until relief from such actions permits Seller, in the reasonable course of business, to perform its obligations hereunder. However, Seller shall have the right to return Buyer's deposit and any payments made for options, and to declare this Contract null and void if, in Seller's sole discretion, it determines that such performance within 365 days from the date of acceptance hereof by Seller will not be possible due to matters beyond Seller's control as described in this paragraph. Seller shall not be liable to Buyer for any damages whatsoever by reason of delays in such performance. In the event that Seller has not notified Buyer of settlement as provided hereinabove within 365 days from the date of acceptance hereof by Seller, absent delays beyond Seller's control, Buyer shall have the option of declaring this Contract void and receiving a return of his deposit and any payments made for optional extras, and any interest earned thereon.

8. PRE-SETTLEMENT INSPECTION: for Montgomery County transactions, the Buyer has the right to inspect the property not less than twenty-four (24) hours, nor more than seventy-two (72) hours before settlement, unless the parties agree otherwise. (**The right to a pre-settlement inspection is guaranteed by Montgomery County law.) In the District of Columbia** the Buyer may inspect the property not less than five (5) days before settlement unless the parties agree otherwise. Buyer may be accompanied by an agent representing Buyer and Seller, or Seller's authorized representative (collectively "Seller") may also attend the inspection. At the time of such inspection, Buyer and Seller shall make a written list of items not yet completed or not in compliance with new home construction standards generally applicable in the Washington, D.C. metropolitan area (the "punchlist"), and Seller shall execute the punchlist, which shall constitute Seller's agreement to complete all items on the punchlist as soon as may be reasonably practicable prior to settlement.

In the event that any such items are not completed prior to settlement, Seller agrees to complete all remaining items on the punchlist in a reasonable timeframe following settlement, and Buyer agrees to provide Seller and Seller's agents and contractors adequate access to the property to enable them to complete such work. Notwithstanding the fact that items may appear on the punchlist, Buyer shall make full settlement as provided in paragraph 6 above, and Seller shall not be required to escrow any funds at the time of settlement for punchlist items.

9. WARRANTIES: Seller warrants the new home against defects in workmanship and materials, with coverage in accordance with local laws.

Montgomery County, Maryland (only)

A. NOTICE TO BUYER: Montgomery County law does not require a builder to furnish any bond, insurance or other financial security to guarantee the builder's performance of its warranty obligations. If a builder promised any other bond, insurance or security to guarantee the performance of its warranty obligations, that bond insurance or security must be listed here: _____ .

BUYER ACKNOWLEDGES THAT BUYER HAS READ AND UNDERSTANDS THE IMMEDIATELY PRECEDING NOTICE.

_____ _____

BUYER Date BUYER Date

A builder is required to give a written warranty that provides coverage, at least, consistent with the parameters established by Section 31C of the Montgomery County Code. A sample of said warranty, the provisions of which are made a part of this contract, is attached hereto, and the original of same shall be delivered to Buyer at Settlement.

©2014, The Greater Capital Area Association of REALTORS®, Inc.
This recommended form is the property of the Greater Capital Area Association of REALTORS® and is for use by members only.
Previous New Homes Sales Contracts should be destroyed.

B. The following localities have opted out of the County requirement and, as such, follow the State Regulations (Real Property Article §10-601 – 610, MD Code Annotated): Chevy Chase Village, Town of Chevy Chase, Town of Garrett Park, Town of Poolesville, or the Town of Washington Grove. These state laws require a builder/seller to disclose to Buyer whether or not the builder participates in a qualified new home Warranty Security Plan.

Choose One of the Following as Applicable:

☐ 1) Builder participates in a New Home Warranty Security Plan and will provide Buyer with a New Home Warranty which meets the requirements of Maryland law (GCAAR Forms #1603 & 1603A are attached hereto and made a part hereof).

☐ 2) Builder participates in a New Home Warranty Security Plan and will NOT provide Buyer with a New Home Warranty but has offered to the Buyer, at the Buyer's option and expense, the opportunity to obtain a New Home Warranty (GCAAR Forms #1603 & 1606 are attached hereto and made a part hereof).

DS ☒ 3) Builder does NOT participate in a New Home Warranty Security Plan (GCAAR Form #1604 is attached hereto and made a part hereof).

Washington, DC (only)

C. District of Columbia law does not require builders to provide any express written warranty.
Seller ☐ **is** ☐ **is not** (check one) providing a New Home Warranty to Buyer.

If Seller is providing a New Home Warranty, a sample of said Warranty is attached, and the original of same shall be delivered to Buyer at settlement.

Montgomery County, Maryland and Washington, DC

D. Except as otherwise provided by law, or as agreed to herein, Seller makes no warranty as to items not of Seller's manufacture, including, but not limited to: any water heater, refrigerator, range, dishwasher and other appliances, equipment or "consumer products", as defined by the Federal Trade Commission; Seller agrees to provide Buyer the manufacturers' warranties, if any, without recourse.

10. UNSOLD UNIT AND PROMOTIONAL DISPLAYS: In the event that the subject property is part of a new homes subdivision of Seller, until such time as all of the dwelling units in Seller's subdivision are sold, Seller reserves the right to make such use of unsold dwelling units, the common elements, street and the main entrance of the project as is necessary for its sale and construction program. Buyer recognizes and acknowledges that in order to accomplish Seller's construction program, trucks, construction equipment, personnel, noise and other inconveniences attendant thereto may be present. Buyer agrees not to obstruct or impede any such construction or sales activities. Such use by Seller, however, shall not unreasonably interfere with Buyer's use of his property. It is agreed that all furniture, personal property, furnishings, wallpaper, shrubbery, fences, landscaping, patios and recreational facilities exhibited in the model houses and model house area are for exhibition purposes only and are not included in the purchase price unless otherwise expressly provided herein.

11. ACCESS: In order to comply with insurance requirements and to assure the safety of Buyer and Seller's personnel, BUYER WILL NOT HAVE ACCESS OR ENTRY TO THE IMPROVEMENTS OR THE CONSTRUCTION SITE DURING CONSTRUCTION NOR MAY BUYER STORE ANY PERSONAL PROPERTY IN OR ABOUT THE IMPROVEMENTS OR THE CONSTRUCTION SITE PRIOR TO THE SETTLEMENT OF THIS CONTRACT without the express written authorization of Seller. Should the Buyer enter the improvements and/or construction site at any time, in violation of this Paragraph, the Buyer acknowledges that such will be an act of trespass. The buyer further acknowledges that the Seller assumes no liability or responsibility for any injury suffered by Buyer or his guests or invitees while visiting the said dwelling unit or construction site, and Buyer hereby agrees to indemnify Seller against the same.

©2014, The Greater Capital Area Association of REALTORS®, Inc.
This recommended form is the property of the Greater Capital Area Association of REALTORS® and is for use by members only.
Previous New Homes Sales Contracts should be destroyed.

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

12. ORAL STATEMENTS: Oral statements or promises often cause serious disputes between Sellers and Buyers of new homes. This section of the Contract attempts to alleviate potential problems. Unless oral statements or promises are included in this Contract, they may not be enforceable under law. By including the terms below, Buyer and Seller are making them a part of this Contract. THIS SECTION SHOULD NOT BE LEFT BLANK IF YOU ARE RELYING ON ANY ORAL STATEMENTS OR PROMISES. The following oral statements or promises have been made by Seller, Seller's agent or Buyer. Performance of each of these statements or promises is incorporated into each party's obligation to fully perform the terms of this Contract:

☐ _____
☐ _____
☐ _____
☐ _____

If the above section is left blank, the parties agree that this shall mean that no oral promises or statements have been relied upon in connection with this Contract.

13. BUYER ACKNOWLEDGEMENT: The Buyer acknowledges that, as the purchaser of newly constructed property, there are a number of legal issues/requirements they should be aware of (including but not limited to: building/construction code, licensure requirements for builders and/or contractors, the permitting process and regulations, applicable zoning restrictions and requirements). The Buyer is advised to consult the appropriate governmental office for the jurisdiction(s) in which the property is located and/or obtain legal counsel regarding such matters.

14. ATTACHMENTS: The following Schedules are attached hereto and are made a part of this contract:

☐ New Home Warranty Disclosures and Warranty (as provided in Par.9 hereof)
☐ Site Plan
☐ Floor Plan
☐ Standard Features
☐ Schedule A - Option Selections
☐ Schedule B - Specifications
☐ Other _____
☐ Other _____

15. PROPERTY TAX CREDITS FOR ACCESSIBILITY IMPROVEMENTS: A real property tax credit for this property may be available to the Buyer for the cost of installing accessibility features or the cost of Level I or Level II accessibility standards to the property as defined in Montgomery County Code 52-18U(a). The types of improvements for which credits are available are any of the following permanent modifications to a residence:

☐ A no-step front door entrance with a threshold that does not exceed ½ inch in depth with tapered advance and return surfaces or, if a no-step front entrance is not feasible, a no-step entrance to another part of the residence that provides access to the main living space of the residence;
☐ An installed ramp creating a no-step entrance;
☐ An interior doorway that provides a 32-inch wide or wider clearing opening;
☐ An exterior doorway that provides a 36-inch wide or wider clear opening, but only if accompanied by exterior lighting that is either controlled from inside the residence, automatically controlled, or continuously on;
☐ Walls around a toilet, tub, or shower reinforced to allow for the proper installation of grab bars with grab bars installed in accordance with the Americans with Disabilities Act Standards for Accessible Design;

©2014, The Greater Capital Area Association of REALTORS®, Inc.
This recommended form is the property of the Greater Capital Area Association of REALTORS® and is for use by members only.
Previous New Homes Sales Contracts should be destroyed.

☐ Maneuvering space of at least 30 inches by 48 inches in a bathroom or kitchen so that a person using a mobility aid may enter the room, open and close the door, and operate each fixture or appliance;
☐ An exterior or interior elevator or lift or stair glide unit;
☐ An accessibility-enhanced bathroom, including a walk-in or roll-in shower or tub; or
☐ An alarm, appliance, and control structurally integrated into the unit designed to assist an individual with a sensory disability.
☐ Level I Accessibility Standard – means a permanent addition to a single family residence that include at least one no step entrance located at any entry door to the house that is connected to an accessible route to a place to visit on the entry level, a useable powder room or bathroom, and a 32 inch nominal clear width interior door as further defined and described in Section 52 - 18U of the County Code;
☐ Level II Accessibility Standard – means permanent additions to a single family residence that provide all of the Level I Accessibility Standards plus an accessible circulation path that connects the accessible entrance to an accessible kitchen, a full bath, and at least one accessible bedroom as further defined in Section 52-18U of the County Code.

Amount of Credit Estimated for the Proposed Checked Improvements $ _____ .

DocuSigned by:
Douglas Monsein 1/15/2019
67BD7EE6304043B...

Seller (Sales Consultant) Date Buyer Date

Douglas Construction Group, LLC

Seller (Sales Consultant) Date Buyer Date

©2014, The Greater Capital Area Association of REALTORS®, Inc.
This recommended form is the property of the Greater Capital Area Association of REALTORS® and is for use by members only.
Previous New Homes Sales Contracts should be destroyed.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com 5803 Melvern

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

NEW HOME DISCLOSURE ADDENDUM

Builder does not participate in a new home warranty security plan.

Special provisions attached to and hereby made a part of the contract dated _____ on lot **16** , block **F** , subdivision **Wyngate** , located in **Montgomery** County, Maryland between (Buyers) _____ and (Sellers) **Douglas Construction Group, LLC** .

Maryland law requires a builder who does not participate in a new home warranty security plan to make the following disclosure as part of the contract for sale or construction of a new home.

Builders of new homes, in the state of Maryland, are not required to be licensed by the state nor by most local jurisdictions.

I do not participate in a new home warranty security plan. Therefore, the buyer may be afforded only certain limited implied warranties as are provided by law.

The buyer has the right to change the buyer's mind and to rescind this contract. If the buyer decides to discontinue this contract, the buyer must notify the builder in writing, within five (5) working days from the date the buyer signs the contract. Upon rescission, the buyer is entitled to a refund of any monies paid to the builder for the new home.

The buyer acknowledges that the builder does not participate in a new home warranty security plan and that the buyer has read and understands the above disclosure.

Signature of Homebuyer — Date

DocuSigned by:
Douglas Monsein
☑ Seller ☑ Builder — ☐ Purchaser ☐ Owner
Douglas Construction Group, LLC

☐ Seller ☐ Builder — ☐ Purchaser ☐ Owner

1/15/2019
Date — Date

© 2010, The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this Form should be destroyed.

RE/MAX Realty Services, 4825 Bethesda Avenue #200 Bethesda MD 20814
Phone: (301) 347-4121 Fax: (301) 347-1623 Jeremy Lichtenstein 5803 Melvern

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

Inclusions/Exclusions Disclosure and/or Addendum

Required for use with GCAAR Listing Agreement & Sales Contract

PROPERTY ADDRESS: 5803 Melvern Drive, Bethesda, MD 20817-2536

PERSONAL PROPERTY AND FIXTURES: The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, shutters, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY. The items checked below convey.** If more than one of an item conveys, the number of items shall be noted in the blank.

KITCHEN APPLIANCES
- [X] _____ Stove/Range
- [ ] _____ Cooktop
- [X] _____ Wall Oven
- [X] _____ Microwave
- [X] _____ Refrigerator
- [X] _____ w/ Ice Maker
- [ ] _____ Wine Refrigerator
- [X] _____ Dishwasher
- [X] _____ Disposer
- [ ] _____ Separate Ice Maker
- [ ] _____ Separate Freezer
- [ ] _____ Trash Compactor

LAUNDRY
- [ ] _____ Washer
- [ ] _____ Dryer

ELECTRONICS
- [X] _____ Alarm System
- [ ] _____ Intercom
- [ ] _____ Satellite Dishes

LIVING AREAS
- [X] _____ Fireplace Screen/Door
- [X] _____ Gas Log
- [ ] _____ Ceiling Fans
- [ ] _____ Window Fans
- [ ] _____ Window Treatments

WATER/HVAC
- [ ] _____ Water Softener/Conditioner
- [ ] _____ Electronic Air Filter
- [X] _____ Furnace Humidifier
- [ ] _____ Window A/C Units

RECREATION
- [ ] _____ Hot Tub/Spa, Equipment & Cover
- [ ] _____ Pool Equipment & Cover
- [ ] _____ Sauna
- [ ] _____ Playground Equipment

OTHER
- [ ] _____ Storage Shed
- [ ] _____ Garage Door Opener
- [X] _____ Garage Door Remote/Fob
- [ ] _____ Back-up Generator
- [ ] _____ Radon Remediation System
- [ ] _____ Solar Panels
- [ ] _____ _____
- [ ] _____ _____

EXCLUSIONS: _____

LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: solar panels & systems, appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: _____

_____

CERTIFICATION: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

DocuSigned by: Douglas Monsein 1/15/2019
Seller **Douglas Construction Group, LLC** Date — Seller Date

2. ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: *(Completed only after presentation to the Buyer)*

The Contract of Sale dated _____ between Seller **Douglas Construction Group, LLC** _____ and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller *(sign only after Buyer)* Date — Buyer Date
Douglas Construction Group, LLC

Seller *(sign only after Buyer)* Date — Buyer Date

©2017 The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR® members only.
Previous editions of this Form should be destroyed.

Maryland REALTORS®

NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW

ADDENDUM dated _____ to the Contract of Sale between Buyer _____ and Seller **Douglas Construction Group, LLC** for Property known as **5803 Melvern Drive, Bethesda, MD 20817-2536** .

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

(A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:

(i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
(ii) Insulation;
(iii) Structural systems, including the roof, walls, floors, foundation and any basement;
(iv) Plumbing, electrical, heating, and air conditioning systems;
(v) Infestation of wood-destroying insects;
(vi) Land use matters;
(vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
(viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
(ix) Whether the required permits were obtained for any improvements made to the property;
(x) Whether the smoke alarms:
1. will provide an alarm in the event of a power outage;
2. are over 10 years old; and
3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
(xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

(i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
(ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

OR

(B) A written disclaimer statement providing that:

(i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
(ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent.

(i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
(ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

(i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
(ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

		DocuSigned by: Douglas Monsein 67BD7EE83040438...	1/15/2019
Buyer's Signature	Date	Seller's Signature	Date
		Douglas Construction Group, LLC	
Buyer's Signature	Date	Seller's Signature	Date
		DocuSigned by: Jeremy Lichtenstein 67BD7EE83040438...	1/15/2019
Agent's Signature	Date	Agent's Signature	Date
		Jeremy Lichtenstein	

©Copyright 2017 Maryland REALTORS®. For use by REALTOR® members of Maryland REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior expressed written consent of Maryland REALTORS®.

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

Regulations, Easements and Assessments (REA) Disclosure and Addendum

(Required for all Listing Agreements and Sales Contracts in Montgomery County)

The Contract of Sale dated _____ , Address 5803 Melvern Drive
City Bethesda , State MD Zip 20817-2536 between
Seller Douglas Construction Group, LLC and
Buyer _____ is hereby
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

Notice to Seller and Buyer: This Disclosure/Addendum to be completed by the Seller shall be available to prospective buyers prior to making a purchase offer and will become a part of the sales contract for the sale of the Property. The information contained herein is the representation of the Seller. The content in this form is not all-inclusive, and the Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties. Please be advised that web site addresses, personnel and telephone numbers do change and GCAAR cannot confirm the accuracy of the information contained in this form. When in doubt regarding the provisions or applicability of a regulation, easement or assessment, information should be verified with the appropriate government agency. Further information may be obtained by contacting staff and web sites of appropriate authorities:

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850.
- Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: www.MC311.com
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC), 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: www.mc-mncppc.org
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov

1. **DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act? ☑ **Yes** ☐ **No**. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: **New Home** .

2. **SMOKE DETECTORS:** Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf . In addition, Maryland law requires the following disclosure: This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will NOT provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector. **Effective January 2018, Maryland law requires the replacement of all BATTERY-ONLY operated smoke alarms with tamper resistant units incorporating a silence/hush button and long-life batteries.**

3. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County, the City of Rockville, or the City of Gaithersburg? ☐ **Yes** ☑ **No**. If yes, Seller shall indicate month and year of initial offering: _____ . If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.

4. **RADON DISCLOSURE:** Effective October 1, 2016, a radon test must be performed on or before Settlement of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see http://www.montgomerycountymd.gov/green/air/radon.html for details) **A Single Family Home means a single family detached or attached residential building. Single Family home does not include a residential unit that is part of a condominium regime or a cooperative housing corporation.** The Seller of a Single Family Home (unless otherwise exempt below) is required to provide the Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, a radon test MUST be performed.

   Is Seller exempt from the Radon Test disclosure? ☐ **Yes** ☑ **No**. If yes, reason for exemption: _____ .

©2018 The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this form should be destroyed.

RE/MAX Realty Services, 4825 Bethesda Avenue #200 Bethesda MD 20814
Phone: (301) 347-4121 Fax: (301) 347-1623 Jeremy Lichtenstein

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

Exemptions:

A. Property is NOT a "Single Family Home"
B. Transfer is an intra family transfer under MD Tax Property Code Section 13-207
C. Sale is by a lender or an affiliate or subsidiary of a lender that acquired the home by foreclosure or deed in lieu of foreclosure
D. Sale is a sheriff's sale, tax sale or sale by foreclosure, partition or by a court appointed trustee
E. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
F. A transfer of a home to be converted by the buyer into a use other than residential or to be demolished.
G. Property is located in the Town of Barnesville, Town of Kensington, Town of Poolesville, or City of Rockville.

If not exempt above, a copy of the radon test result is attached ☐ **Yes** ☐ **No**. If no, Seller will provide the results of a radon test in accordance with Montgomery County Code Section 40-13C unless the Contract includes a radon contingency.
If Buyer elects not to or fails to perform a radon test, the Seller is mandated to perform the test and provide the results to the Buyer on or before Settlement Date.

NOTE: In order to request Seller to remediate, a radon contingency must be included as part of the Contract.

5. **AVAILABILITY OF WATER AND SEWER SERVICE:**

A. **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.

B. **Well and Septic Locations:** Contact the **Department of Permitting Services "DPS", Well and Septic**, or visit http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx . For well and/or septic field locations, visit http://permittingservices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx , or for homes built before 1978, request an "as built" drawing in person using **DPS's** "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.

C. **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division** or visit waterworks@montgomerycountymd.gov .

A. Water: Is the Property connected to public water? ☑ **Yes** ☐ **No**
If no, has it been approved for connection to public water? ☐ **Yes** ☐ **No** ☐ **Do not know**
If not connected, the source of potable water, if any, for the Property is: _____

B. Sewer: Is the Property connected to public sewer system? ☑ **Yes** ☐ **No**
If no, answer the following questions:
1. **Has it been approved for connection to public sewer?** ☐ **Yes** ☐ **No** ☐ **Do not know**
2. **Has an individual sewage disposal system been constructed on Property?** ☐ **Yes** ☐ **No**
Has one been approved for construction? ☐ **Yes** ☐ **No**
Has one been disapproved for construction? ☐ **Yes** ☐ **No** ☐ **Do not know**
If no, explain: _____

C. Categories: The water and sewer service area category or categories that currently apply to the Property is/are (if known) _____ **. This category affects the availability of water and sewer service as follows (if known)** _____ **.**

D. Recommendations and Pending Amendments (if known):
1. **The applicable master plan contains the following recommendations regarding water and sewer service to the Property:** _____
2. **The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property:** _____
_____

E. Well and Individual Sewage System: When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system.

©2018 The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this form should be destroyed.

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

5803 Melvern Drive

By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

Buyer _____ **Date** _____ **Buyer** _____ **Date** _____

6. **CITY OF TAKOMA PARK:** If this Property is located in Takoma Park, the Takoma Park Sales Disclosure must be attached. **See GCAAR Takoma Park Sales Disclosure - Notice of Tree Preservation Requirements and Rental Housing Laws.**

7. **HOMEOWNER'S, CONDOMINIUM OR COOPERATIVE ASSOCIATION ASSESSMENTS:** The Property is located in a ☐ **Homeowners Association** with mandatory fees (HOA) (refer to **GCAAR HOA Seller Disclosure / Resale Addendum for MD**, attached), and/or ☐ **Condominium Association** (refer to **GCAAR Condominium Seller Disclosure / Resale Addendum for MD**, attached) and/or ☐ **Cooperative** (refer to **GCAAR Co-operative Seller Disclosure / Resale Addendum for MD & DC**, attached) and/or ☐ Other (ie: Homeowners Association/ Civic Association WITHOUT dues):
N/A .

8. **UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit www.mde.state.md.us. **Does the Property contain an UNUSED underground storage tank?** ☐ **Yes** ☐ **No** ☑ **Unknown**. If yes, explain when, where and how it was abandoned:
_____ .

9. **DEFERRED WATER AND SEWER ASSESSMENT:**
   A. **Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**
   Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bills?
   ☑ **Yes** ☐ **No**
   If yes, **EITHER** ☑ the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of $ **Approx. $600 a year for 23 yrs** , **OR** ☐ Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, **OR** ☐ a local jurisdiction has adopted a plan to benefit the Property in the future.

   B. **Private Utility Company:**
   Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills? ☐ **Yes** ☑ **No**. If yes, complete the following:

EFFECTIVE OCTOBER 1, 2016: NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES

This Property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is $ _____ payable annually in _____ (month) until _____(date) to _____ (name and address) (hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this Property, and is not in any way a fee or assessment imposed by the county in which the Property is located.

If a Seller subject to this disclosure fails to comply with the provisions of this section:

(1) Prior to Settlement, the Buyer shall have the right to rescind the Contract and to receive a full refund of all deposits paid on account of the Contract, but the right of rescission shall terminate 5 days after the seller provides the Buyer with the notice in compliance with this section.

(2) Following settlement, the Seller shall be liable to the Buyer for the full amount of any open lien or assessment.

©2018 The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this form should be destroyed.

10. SPECIAL PROTECTION AREAS (SPA):
Refer to http://www.montgomeryplanning.org/environment/spa/faq.shtm an explanation of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA," contact: spa@mncppc-mc.org , or call 301-495-4543.

Is this Property located in an area designated as a Special Protection Area? ☐ **Yes** ☑ **No**
If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply.
Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:
Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;
Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls. An SPA may be designated in:

(1) a land use plan;
(2) the Comprehensive Water Supply and Sewer System Plan;
(3) a watershed plan; or
(4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

The Buyer acknowledges by signing this disclosure that the Seller has disclosed to the Buyer the information contained in Sections A and B before Buyer executed a contract for the above-referenced Property. Further information is available from the staff and website of Maryland-National Capital Area Park and Planning Commission (M-NCPPC).

_____ _____
Buyer **Buyer**

11. PROPERTY TAXES: Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the **"Frequently Asked Questions"** section located at www.montgomerycountymd.gov/apps/tax and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at www.dat.state.md.us/sdatweb/taxassess.html - this provides tax information from the State of Maryland.

A. Current Tax Bill: IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A copy of the tax bill for this Property can be obtained at **www.montgomerycountymd.gov/apps/tax .**

B. Estimated Property Tax & Non-Tax Charges: IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYERS WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at **www.montgomerycountymd.gov/estimatedtax .**

_____ / _____ **Buyer acknowledges receipt of both tax disclosures.**
Buyers' Initials

12. DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:
A Development District is a special taxing district in which owners of properties pay an additional tax or assessment in order to pay for public improvements within the District. Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance.
FAQs regarding Development Districts can be viewed at www.montgomerycountymd.gov/apps/OCP/Tax/FAQ.asp . Seller shall choose one of the following:

©2018 The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this form should be destroyed.

☐ **The Property is located in an EXISTING Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this Property is $ _____ each year. A map reflecting Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing_DevDistricts.pdf .

OR

☐ **The Property is located in an EXISTING Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is $ _____each year. A map reflecting Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/ocp/tax/map/dev_districts.pdf .

OR

☑ **The Property is not located in an existing or proposed Development District.**

13. TAX BENEFIT PROGRAMS:

The Property may currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:

A. Forest Conservation and Management Program (FC&MP): Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA? ☐ **Yes** ☑ **No**. If yes, taxes assessed shall be paid by ☐ the Buyer **OR** ☐ the Seller.

B. Agricultural Program: Is the Property subject to agricultural transfer taxes? ☐ **Yes** ☑ **No**. If yes, taxes assessed as a result of the transfer shall be paid by ☐ the Buyer **OR** ☐ the Seller. Confirm if applicable to this Property at www.dat.state.md.us/sdatweb/agtransf.html.

C. Other Tax Benefit Programs: Does the Seller have reduced property taxes from any government program?
☐ **Yes** ☑ **No**. If yes, explain: _____ .

14. RECORDED SUBDIVISION PLAT:

Plats are available at the MNCPPC or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the Property. Plats are also available online at http://www.montgomeryplanning.org/info/plat_maps.shtm or at www.plats.net . Buyers shall check **ONE** of the following:

_____ / _____
Buyer's Initials

☑ **A. Unimproved Lot and New Construction:** If the Property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. **Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**

OR

☐ **B. Resale/Acknowledged Receipt:** If the Property is not an unimproved lot or a newly constructed house (i.e. resale), the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. **Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**

OR

☐ **C. Resale/Waived Receipt: For Resale properties only, Buyer hereby waives receipt of a copy of such plat at time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.**

©2018 The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this form should be destroyed.

15. **AGRICULTURAL RESERVE DISCLOSURE NOTICE:**
This Property ☐ is ☑ is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosures are contained in **GCAAR Agricultural Zone Disclosure Notice**, which must be provided to potential buyers prior to entering into a contract for the purchase and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at http://www.mcmaps.org/notification/agricultural_lands.aspx .

16. **NOTICE CONCERNING CONSERVATION EASEMENTS:**
This Property ☐ **is** ☑ **is not** subject to a Conservation Easement. **If applicable, GCAAR Conservation Easements Addendum is hereby provided.** See www.montgomeryplanning.org/environment/forest/easements/easement_tool.shtm for easement locator map.

17. **GROUND RENT:**
This Property ☐ **is** ☑ **is not** subject to Ground Rent. **See Property Subject to Ground Rent Addendum.**

18. **HISTORIC PRESERVATION:**
Check questionable properties' status with the **Montgomery County Historic Preservation Commission** (301-563-3400) or go to http://www.montgomeryplanning.org/historic/index.shtm , to check applicability. Buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.

A. **City of Rockville:** Montgomery County Code §40-12A has been adopted by the City of Rockville.
B. **City of Gaithersburg:** Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.
C. **Other:** Contact the local municipality to verify whether the Property is subject to any additional local ordinance.

Has the Property been designated as an historic site in the master plan for historic preservation? ☐ Yes ☑ No.
Is the Property located in an area designated as an historic district in that plan? ☐ Yes ☑ No.
Is the Property listed as an historic resource on the County location atlas of historic sites? ☐ Yes ☑ No.
Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this Property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. If the Property is located within a local municipality, contact the local government to verify whether the Property is subject to any additional local ordinances.

_____ _____
Buyer **Buyer**

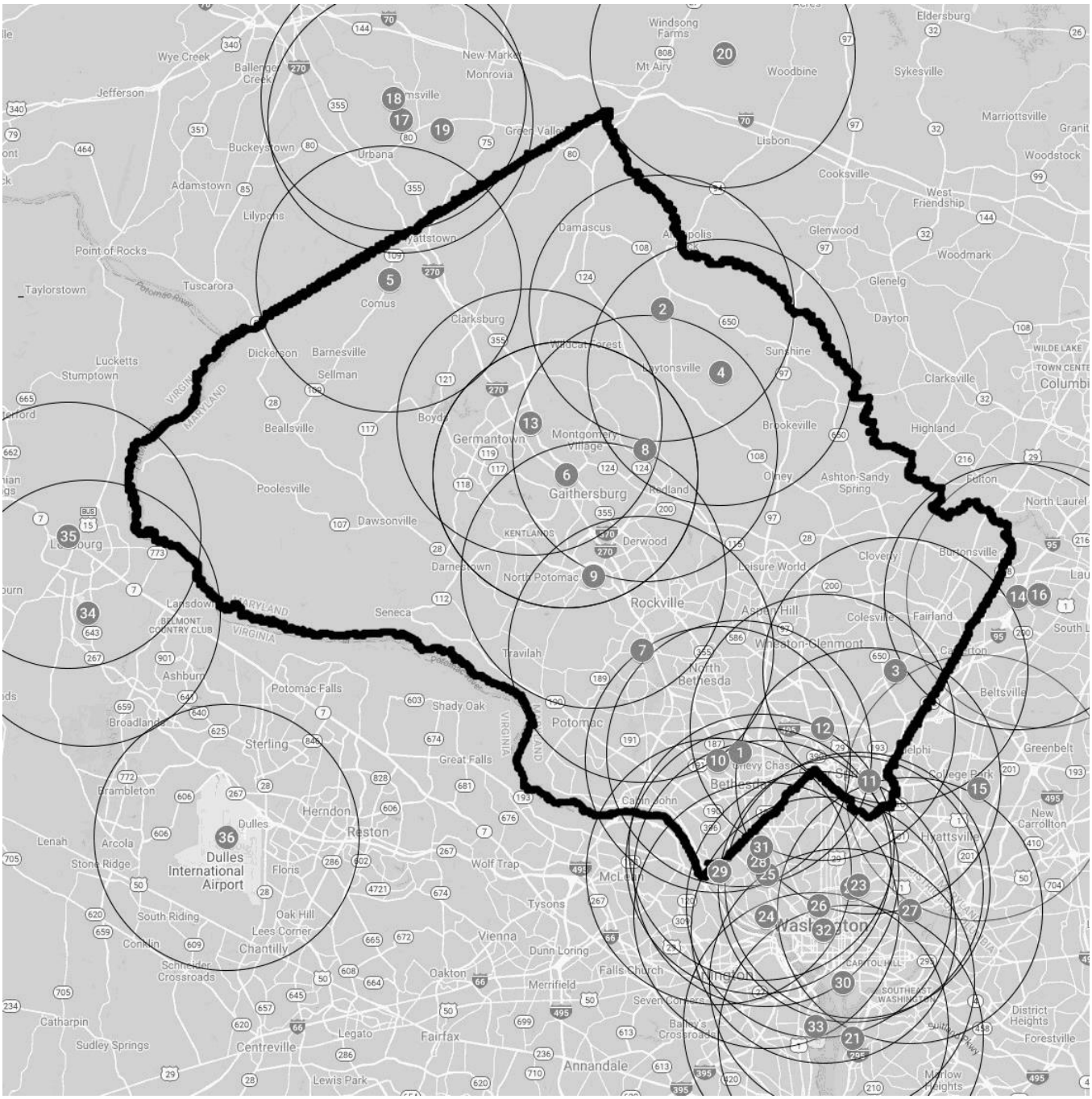
19. **MARYLAND FOREST CONSERVATION LAWS:**
A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the Forest Conservation Law, Chapter 22A of the Montgomery County Code. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission **(M-NCPPC)**, whether it means obtaining a written exemption from the Forest Conservation Laws from **M-NCPPC** or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by **M-NCPPC**.

B. **Forest Conservation Easements:** Seller represents and warrants that the Property ☐ **is** ☑ **is not** currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

20. **AIRPORTS AND HELIPORTS:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 8/1/2018. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list: http://www.faa.gov/airports/airport_safety/airportdata_5010 .

©2018 The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this form should be destroyed.

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720



MONTGOMERY COUNTY

1. **Walter Reed National Medical Center Heliport,** 8901 Rockville Pike, Bethesda, MD 20889
2. **Davis Airport**, 7200 Hawkins Creamery Road, Laytonsville, MD 20879
3. **Dow Jones & Company, Inc.**, 11501 Columbia Pike, Silver Spring, MD 20904
4. **Federal Support Center Heliport**, 5321 Riggs Road, Gaithersburg, MD 20882
5. **Flying M Farms**, 24701 Old Hundred Road, Comus, MD 20842
6. **IBM Corporation Heliport**, 18100 Frederick Avenue, Gaithersburg, MD 20879
7. **Maryland State Police Heliport**, 7915 Montrose Road, Rockville, MD 20854
8. **Montgomery County Airpark**, 7940 Airpark Road, Gaithersburg, MD 20879
9. **Shady Grove Adventist Hospital**, 9901 Medical Center Drive, Rockville, MD 20850
10. **Suburban Hospital**, 8600 Old Georgetown Road, Bethesda, MD 20814
11. **Washington Adventist Hospital**, 7600 Carroll Avenue, Takoma Park, MD 20912
12. **Holy Cross Hospital**, 1500 Forest Glen Road, Silver Spring, MD, 20910
13. **Holy Cross Germantown**, 19801 Observation Dr, Germantown, MD 20876

©2018 The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this form should be destroyed.

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

PRINCE GEORGE'S COUNTY
14. **Citizens Bank Helipad**, 14401 Sweitzer Lane, Laurel, MD 20707
15. **College Park**, 1909 Cpl Frank Scott Drive, College Park, MD 20740
16. **The Greater Laurel Beltsville Hospital**, 7100 Contee Road, Laurel, MD 20707

FREDERICK COUNTY
17. **Faux-Burhams Airport**, 9401 Ball Road, Ijamsville, MD 21754
18. **Ijamsville Airport**, 9701 C. Reichs Ford Road, Ijamsville, MD 21754
19. **Stol-Crest Airfield**, 3851 Price's Distillery Road, Urbana, MD 21754

CARROLL COUNTY
20. **Walters Airport**, 7017 Watersville Road, Mt. Airy, MD 21771

DISTRICT OF COLUMBIA
21. **Bolling Air Force Base**, 238 Brookley Avenue, SW, 20032
22. **Children's National Medical Center**, 111 Michigan Avenue, NW, 20010
23. **Washington Hospital Center**, 110 Irving Street, NW, 20010
24. **Georgetown University Hospital**, 3800 Reservoir Road, NW, 20007
25. **Metropolitan Police**, Dist. 2, 3320 Idaho Avenue, NW, 20007
26. **Metropolitan Police**, Dist. 3, 1620 V Street, NW, 20007
27. **Metropolitan Police**, Dist. 5, 1805 Bladensburg Road, NE, 20002
28. **National Presbyterian Church**, 4101 Nebraska Avenue, NW, 20016
29. **Sibley Memorial Hospital**, 5255 Loughboro Road, NW, 20016
30. **Police Harbor Patrol Branch**, Water St, SW, 20024
31. **Steuart Office Pad**, Steuart Petroleum Co., 4640 40th Street, NW, 20016
32. **Former Washington Post Building**, 1150 15th Street, NW, 20017

VIRGINIA
33. **Ronald Reagan Washington National Airport**, Arlington County 20001
34. **Leesburg Executive**, 1001 Sycolin Road, Leesburg, 22075
35. **Loudoun Hospital Center**, 224 Cornwall, NW, Leesburg, 22075
36. **Dulles International Airport**, 1 Saarinen Cir, Dulles, VA 20166

21. **ENERGY EFFICIENCY DISCLOSURE NOTICE:** Before signing a contract for the sale of a single-family home (single-family attached, including condominiums or detached residential building), Sellers of Montgomery County properties must provide Buyers with the following:

A. **Information Disclosure:** Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following website for this information: https://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf

B. **Usage History: Has the home been owner-occupied for the immediate prior 12 months?** ☐ **Yes** ☑ **No**
If the Property has been **owner-occupied for any part of the past 12 months**, Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for that time. **Sellers may use GCAAR Utility Cost and Usage History Form** to disclose the utility costs and usage history.

By signing below, Seller acknowledges he has carefully examined this form, and that the information is complete, accurate, and current to the best of his knowledge at the time of entering into a contract. Buyer agrees he has read this Addendum carefully and understands the information that has been disclosed.

DocuSigned by:
Douglas Monsein 1/15/2019
Seller Date
67BD7EE8304043B...
Douglas Construction Group, LLC

Buyer Date

Seller Date

Buyer Date

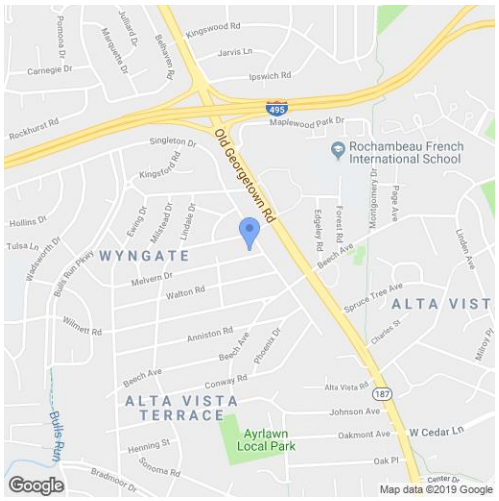
©2018 The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this form should be destroyed.

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

Parcel Agent 360 Property Report

5803 Melvern Dr, Bethesda, MD 20817-2536 **Unincorporated** **Tax ID 160700575481**

Public Records



Summary Information

Owner:	Caligiuri Francis P	Property Class:	Residential
Owner Address:	5803 Melvern Dr	Annual Tax:	$6,452
Owner City State:	Bethesda Md	Record Date:	08/13/02
Owner Zip+4:	20817-2536	Sale Amount:	$283,000
Owner Occupied:	Yes	Tax Record Updated:	11/28/18
Owner Carrier Rt:	C006		

Geographic Information

County:	Montgomery, MD	Lot:	16
Municipality:	Unincorporated	Qual Code:	ABOVE AVERA
Tax ID:	160700575481	Legal Subdivision:	WYNGATE
Tax Map:	GP61		
Tax ID Alt:	160700575481		
Block:	F		
City Council Dist:	7		

Assessment & Tax Information

Tax Year:	2018	Annual Tax:	$6,452	Taxable Total Asmt:	$546,100
County Tax:	$6,032	Taxable Land Asmt:	$477,700	Special Tax:	$34
Asmt As Of:	2018	Taxable Bldg Asmt:	$68,400	Refuse Fee:	$385
		State/County Tax:	$6,033		

Lot Characteristics

Sq Ft:	6,462	Zoning:	R60
Acres:	0.1480	Zoning Desc:	RESIDENTIAL, ONE-FAMILY

Building Characteristics

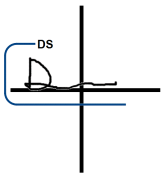
Residential Type:	Unit/Flat	Full Baths:	1	Basement Type:	Yes (Type Unknown)
Residential Design:	1 Story	Total Baths:	1.0		
Stories:	1.00	Exterior:	Brick	Sewer:	Public
Total Units:	1	Roof:	Composition	Year Built:	1950
Abv Grd Fin SQFT:	720	Fireplace:	Yes	Total Below Grade SQFT:	720
Model:	STANDARD UNIT	Porch/Deck SQFT:	20		
		Heat Delivery:	Hot/Warm Air	Building Desc:	1 STORY WITH BASEMENT
Sec 1 Construction:		Sec 1 Area:	20	Sec 1 Story Type:	1
Sec 2 Construction:		Sec 2 Area:	720	Sec 2 Story Type:	1B

Codes & Descriptions

Land Use:	011 Residential

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

County Legal Desc: WYNGATE



County Bldg Desc: 1 STORY WITH BASEMENT

MLS History

Tax History

Annual Tax Amounts				Annual Assessment					
Year	County	Municipal	School	Annual	Land	Building	Ttl Taxable	Total Land	Total Bldg	Total Asmt
2018	$6,032			$6,452	$477,700	$68,400	$546,100			
2017				$6,181	$415,300	$65,100	$524,200			
2016					$415,300	$65,100	$502,300			
2015					$415,300	$65,100	$480,400			

Sale & Mortgage

Record Date: 08/13/2002
Settle Date:
Sales Amt: $283,000
Sale Remarks:
Owner Names: CALIGIURI FRANCIS P

Book: 21607
Page: 18
Doc Num:

Record Date: 02/16/1977
Settle Date:
Sales Amt: $55,000
Sale Remarks:
Owner Names: RALPH H & S W RUEDY

Book: 0
Page: 0
Doc Num:

Flood Report

Flood Zone in Center of Parcel: X
Flood Code Desc: Zone X-An area that is determined to be outside the 100- and 500-year floodplains.
Flood Zone Panel: 24031C0365D
SFHA Definition: Out
Panel Date: 09/29/2006
Special Flood Hazard Area (SFHA): Out
Within 250 feet of multiple flood zone:

Property History

© BRIGHT MLS - All information, regardless of source, should be verified by personal inspection by and/or with the appropriate professional(s). The information is not guaranteed. Measurements are solely for the purpose of marketing, may not be exact, and should not be relied upon for loan, valuation, or other purposes. Copyright 2019. Created: 01/11/2019 02:20 PM

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

	A	B
1	WORKSHEET FOR PROPERTY TAX CALCULATIONS	
2	5803 Melvern	
3		
4		
5		
6	IMPORTANT NOTE TO USERS: Start entering numbers in the first shaded box below	
7	(the phase-in value). Enter numbers in shaded area only. The spreadsheet will do the calculations.	
8		
9	PIV = phase in value	
10	SDAT = State (Maryland) Department of Assessments and Taxation	
11		
12		
13	Assume new owner buys home in FY2018.	
14	How much would the bill be in FY2019 for taxes and non-tax charges?	
15	Assume FY18 tax rates, FY18 amounts for other charges, and no credits.	
16		
17	THE FY2019 BILL FOR TAXES AND NON-TAX CHARGES IS ESTIMATED AS FOLLOWS:	
18	FY2019 phase-in value if available, otherwise use the FY2018 PIV, from SDAT	1,599,000
19	**If you use the FY2018 PIV, you must update this calculation in January 2019, as soon as SDAT**	
20	**specifies the FY2019 PIV.**	
21		
22	FY2018 tax rates, from County tax bill:	
23	State property tax rate	0.112
24	County property tax rate	0.993
25	Municipal tax rate, if any	
26	Total tax rate	1.105
27		
28	FY2019 total tax = PIV times Total tax rate divided by 100	17,664
29	Plus non-tax charges if any, from FY2018 tax bill:	
30	Solid waste	385
31	Bay Restoration Fund	
32	Water Quality Protection Fund	34
33	WSSC Connection Fee	
34	WSSC Front Foot Benefit	600
35	Proposed Development District Tax	
36	Other	
37	**FY2019 estimated bill for taxes and non-tax charges**	**18,684**
38		
39	**You must update this calculation every July 1, because the tax rates and PIV may change,**	
40	**and probably will.**	

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

PLAT No 2059

MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
APPROVED: Oct. 9, 1947
DIRECTOR OF PLANNING — ACTING CHAIRMAN
CHIEF ENGINEER — SECRETARY
M-N-C-P-C-P-C. RECORD FILE NO. 126-58

WASHINGTON SUBURBAN SANITARY COMMISSION
APPROVED: OCTOBER 15, 1947
SUITABLE FOR SEWER AND WATER DESIGN WITHOUT COMMITMENT AS TO INSTALLATION
CHIEF ENGINEER

OWNERS DEDICATION

We, Henry J. Connor, Incorporated a Delaware Corporation by Henry J. Connor, President and Helen R. Connor, Secretary, owners of the property shown and described hereon, hereby adopt this plan of subdivision and establish the minimum building restriction lines.

There are no suits of action, leases, liens or trusts on the property included in this plan of subdivision except a certain trust and all the parties in interest thereto have below indicated their assent to this plan of subdivision.

Date: SEPT. 24, 1947

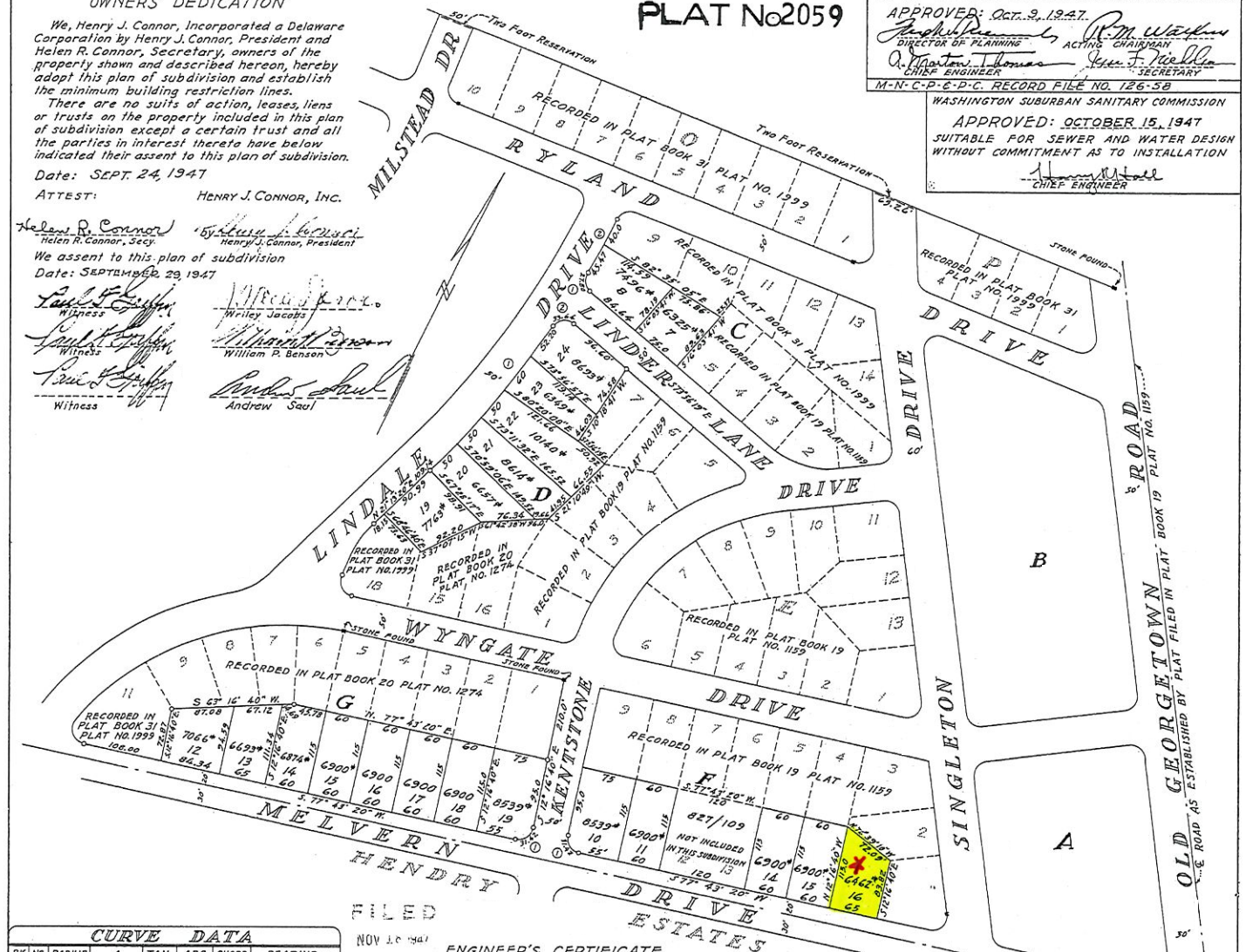
ATTEST: HENRY J. CONNOR, INC.

Helen R. Connor, Secy. — by Henry J. Connor, President

We assent to this plan of subdivision

Date: SEPTEMBER 29, 1947

Witness — Wriley Jacobs
Witness — William P. Benson
Witness — Andrew Saul



FILED
NOV 1 6 1947

CURVE DATA

BK.	NO.	RADIUS	Δ	TAN.	ARC	CHORD	BEARING
C	1	20.00	79°37'54"	16.68	27.81	25.62	N 34°07'22" W
C	2	1298.00	3°46'22"	42.75	85.47	85.45	N 3°48'24" E
D	1	1298.00	11°34'28"	131.62	262.20	261.76	N 15°26'06" E
D	4	20.00	96°24'47"	22.36	33.64	29.82	S 57°51'18" W.
F	1	20.00	90°00'00"	20.00	31.42	28.28	S 57°16'40" E
G	1	20.00	90°00'00"	20.00	31.42	28.28	S 32°43'20" W

ENGINEER'S CERTIFICATE

I hereby certify that the plan shown hereon is correct; that it is a subdivision of part of the lands conveyed by Mary Beck Oppenheim and Justin H. Oppenheim her husband to Henry J. Conner Incorporated by deed dated May 15, 1947 and recorded among the Land Records of Montgomery County, Maryland in Liber at Folio

That stones shown thus —●— and pipes shown thus —○— are in place where indicated.

Date: SEPTEMBER 25, 1947

T. G. OYSTER
REGISTERED SURVEYOR
MD. NO. 1673

PART OF BLOCKS C, D, G AND F

WYNGATE

MONTGOMERY COUNTY — MARYLAND
SCALE: 1"=100' — SEPTEMBER, 1947

THOMAS G. OYSTER & ASSOCIATES
ENGINEERS & LAND SURVEYORS
11320 CUNNINGHAM COURT
WHEATON TRIANGLE
SILVER SPRING, MD.

ONTGOMERY COUNTY CIRCUIT COURT (Subdivision Plats, MO) Plat 2059, MSA_S1249_9872. Date available 1947/11/18. Printed 01/11/2019.

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

PROPERTY ADDRESS: 5803 Melvern Drive, Bethesda, MD 20817-2536

☐ There are parts of the property that still exist that were built prior to 1978 **OR** ☒ **No parts of the property** were built prior to 1978 **OR** ☐ Construction dates are unknown. **If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.**

LEAD WARNING STATEMENT FOR BUYERS: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE:

(A) Presence of lead-based paint and/or lead-based paint hazards

☐ **Known lead-based paint and/or lead-based paint hazards** are present in the housing (explain):

_____ **OR**

☒ Seller has **no knowledge of lead-based paint and/or lead-based paint hazards** in the housing.

(B) Records and reports available to the Seller:

☐ Seller **has provided Buyer with all available records** and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

_____ **OR**

☒ Seller has **no reports or records** pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT:
(Buyer to initial all lines as appropriate)

(C) _____/_____ Buyer has **read the Lead Warning Statement** above.

(D) _____/_____ Buyer has **read Paragraph B** and **acknowledges receipt of copies of any information** listed therein, if any.

(E) _____/_____ Buyer has **received the pamphlet** Protect Your Family From Lead in Your Home *(required)*.

(F) _____/_____ Buyer has (check one below):

☐ Received a l0-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; **OR**

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT: *(Agent to initial)*

(G) DS JL Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

DocuSigned by: Douglas Monsein 1/15/2019
Seller 67BD7EE8304043B... Date
Douglas Construction Group, LLC

Buyer Date

Seller Date

Buyer Date

DocuSigned by: Jeremy Lichtenstein 1/15/2019
Agent for Seller, if any 67BD7EE8304043B... Date
Jeremy Lichtenstein

Agent for Buyer, if any Date

2016, The Greater Capital Area Association of REALTORS®, Inc.
This Recommended Form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by REALTOR members only. Previous editions of this Form should be destroyed.

RE/MAX Realty Services, 4825 Bethesda Avenue #200 Bethesda MD 20814 Phone: (301) 347-4121 Fax: (301) 347-1623 5803 Melvern Drive
Jeremy Lichtenstein
Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 5803 Melvern Drive Bethesda, MD 20817-2536

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____ / _____ **is** or _____/ _____ **is not** registered in the Maryland Program (***Seller to initial applicable line***).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (***Seller to initial applicable line***) _____ / _____ has; or _____ / _____ has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

_____

_____

If such event has occurred, Seller (***Seller to initial applicable line***)_____ / _____ will; OR _____/ _____ will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____ / _____ **(BUYER)**

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by:
Douglas Monsein 1/15/2019
67BD7EE8304043B...

Seller	**Date**	**Buyer**	**Date**
Douglas Construction Group, LLC			
Seller	**Date**	**Buyer**	**Date**

DocuSigned by:
Jeremy Lichtenstein 1/15/2019
67BD7EE8304043B...

Seller's Agent	**Date**	**Buyer's Agent**	**Date**
Jeremy Lichtenstein			

©2015, The Greater Capital Area Association of REALTORS®, Inc.
This recommended form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.
Previous editions of this form should be destroyed.

RE/MAX Realty Services, 4825 Bethesda Avenue #200 Bethesda MD 20814 Phone: (301) 347-4121 Fax:(301) 347-1623 5803 Melvern Drive
Jeremy Lichtenstein

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

Agents Who Represent the Seller

Seller's Agent: A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the seller.

Subagent: A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a Buyer Agency Agreement and a "Consent for Dual Agency" form, that agent is representing the seller.

Agents Who Represent the Buyer

Buyer's Agent: A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

RE/MAX Realty Services, 4825 Bethesda Avenue #200 Bethesda MD 20814 Phone: (301) 347-4121 Fax: (301) 347-1623 5803 Melvern Drive
Jeremy Lichtenstein

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

If either party does not agree to dual agency, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate broker/company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with a different broker/company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate licensee is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the ☒ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure and

that RE/MAX Realty Services (firm name)

and Jeremy Lichtenstein (salesperson) are working as:

(You may check more than one box but not more than two)

- ☒ seller/landlord's agent
- ☐ subagent of the Seller
- ☐ buyer's/tenant's agent

DocuSigned by:
Douglas Monsein 1/15/2019
67BD7EE8304043B...
Signature (Date)

Signature (Date)

Douglas Construction Group, LLC

* *

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement.

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

When Dual Agency May Occur

The possibility of Dual Agency arises when:

1) The buyer is interested in a property listed by a real estate broker; and

2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.

2. **Refuse to consent to dual agency. If either party refuses to consent in writing to dual agency,** the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

1) Anything the client asks to be kept confidential; *
2) That the seller would accept a lower price or other terms;
3) That the buyer would accept a higher price or other terms;
4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
5) Anything that relates to the negotiating strategy of a party.

*** Dual agents and intra-company agents must disclose material facts about a property to all parties.**

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

RE/MAX Realty Services act as a Dual Agent for me as the
(Firm Name)

X **Seller** in the sale of the property at: 5803 Melvern Drive, Bethesda, MD 20817-2536

_____ **Buyer** in the purchase of a property listed for sale with the above-referenced broker.

DocuSigned by:
Douglas Monsein 1/15/2019
Signature Date Signature Date
67BD7EE8304043B...
Douglas Construction Group, LLC

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

- The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

5803 Melvern Drive, Bethesda, MD 20817-2536
Property Address

Signature Date Signature Date

- The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature Date Signature Date
Douglas Construction Group, LLC

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

DOUGLAS CONSTRUCTION GROUP, LLC
CONSTRUCTION WARRANTY

8429 Fox Run, Potomac, MD 20854
Telephone: 301-983-6947 Fax: 301-983-5554

Sample – final delivered at settlement

Issued to _____ (Purchasers), of Lot 16, Block F, of the subdivision known as Wyngate, improved by premises known as:

5803 Melvern Drive, Bethesda, MD 20817

This is to certify that Douglas Construction Group, LLC, 8429 Fox Run, Potomac, MD 20854 (Builder) does hereby issue this Limited Warranty in connection with the construction of the house (Dwelling) on the above mentioned property and the same is accepted by the Purchaser, subject to the conditions herein set forth, this Limited Warranty being in addition to any other rights and privileges which the Purchaser may have under the warranties of the various manufacturers, equipment suppliers and subcontractors who have performed services in connection of the Dwelling and any rights under the State of Maryland and/or Montgomery County New Home Warranty Law.

I. BUILDER HEREBY WARRANTS:

(a) That it will correct any major defects which significantly affect the load-bearing functions of the Dwelling due to faulty construction and/or defective materials, excluding normal wear and tear, brought to its attention in writing during the period (Warranty Period) of five years from the date of possession or transfer or record title, whichever occurs first except as otherwise stated herein. It does not assume responsibility for any secondary damage (damage done to personal property or any other material or construction not originally installed by the Builder) caused by the defect and nothing herein contained shall be determined to make the Builder an insurer of the personal property of the Purchaser. No action taken, or omission of the Builder to correct defects shall act to extend the warranty period beyond the initial term of five years. This certificate is applicable only to the matters warranted herein and only if notice of those defects is received by the Builder in writing before the end of the Warranty Period. This warranty is issued to the original Purchaser only and is not transferrable without the written consent of the Builder.

(b) The Roof and roof flashing are to be free from leaks for the warranty Period of One Year and will so maintain the roof except where such defects are caused by acts or circumstances beyond its control. This Limited Warranty is void in the event of the buyer or his agents utilize the roof for any activity or attach superstructure or appliances thereto.

(c) The Plumbing System is to be in proper working order and free from

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

defective workmanship and materials for the Warranty Period of Two Years. Failures caused by negligence of the Purchaser or his agents to keep foreign materials out of the systems are excluded from this Limited Warranty. Failure of the Purchaser to maintain or drain sillcocks or cut off valves which causes damage to the plumbing system are not the responsibility of the Builder and are excluded from this Limited Warranty. Where applicable, well and septic systems are not included as part of this Limited Warranty, except for the defects in construction and installation of these systems, where Builder has built and installed them. Builder is relieved from all liability from any damage caused by acts of God (e.g., change in water tables).

(d) The Heating System, in original finished room areas, has been installed in accordance with good heating practices and has been designed in accordance with standard heat-loss factors to maintain an average 70 degrees Fahrenheit temperature inside with an equivalent wind chill temperature of 0 degrees Fahrenheit outside. This two-year Limited Warranty does not include the systems or its parts which become defective through faulty operation, maintenance or alteration by the Purchaser or its agents, or by damaged caused by a power failure or inadequate line voltage.

(e) The Air Conditioning System, in original finished room areas, has been installed in accordance with good air conditioning practices to maintain an average 78 degrees Fahrenheit temperature inside with a 95 degrees Fahrenheit outside at 24 hours continuous operation. This two-year Limited Warranty does not include the systems or its parts which become defective through faulty operation, maintenance or alteration by the Purchaser or its agents, or by damaged caused by a power failure or inadequate line voltage.

(f) The Electrical System, excluding light bulbs, against defective workmanship and materials for the Warranty Period of One Year except for improper operation, use, or alteration caused by the Purchaser or his agents.

(g) The basement against infiltration of free water due to penetration though walls or floor for the Warranty Period of One Year. This Limited Warranty does not cover condensation, backing up of sewers, flash floods, hurricanes, leaks through window wells, or welled exits which are not properly maintained. Where wet basement conditions covered by this Limited Warranty result from ineffective facilities for the disposal of surface or storm drainage water, the Builder is authorized to take such steps of corrective action may be considered desirable, including the installation of sump pumps. This Limited Warranty shall not apply if any person other than the Builder or his agents has made any openings or holes

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

of any kind in the basement walls or floors, or has altered or disturbed the finished grade adjacent to the Dwelling, or elsewhere on the lot if the result is to change the drainage pattern of the ground adjacent to, or near, the Dwelling, nor shall it apply to dampness beyond the control of the Builder such as condensation. Failure to maintain any of the items above, including gutters and downspouts, property grade, areaways, window wells and other normal and customary maintenance items will cause moisture and water to infiltrate the home. Under such conditions, mold and mildew may proliferate. The Builder is relieved of all responsibility for mold and mildew after one year and whereby maintenance has not occurred.

(H) That it assigns to the Purchaser, without recourse, the manufacturer warranties for all-mechanical, electrical and other equipment and appliances furnished with the Dwelling. Purchaser is solely responsible for pursuing its remedies under manufacturer warranties.

(I) The front porch decking (pressure treated lumber, Trex, flagstone) to be free from defective workmanship and materials for the Warranty Period of One Year. This warranty shall include any excessive material cupping as well as paint bleed thru as determined after a one year review by Douglas Construction Group, LLC. and Homeowner.

II. BUILDER WILL NOT BE RESPONSIBLE FOR:

(A) Cracks or surface damage and discoloration in concrete porches, patios, foundations, walks and drives which can develop minor cracks and surface damage and discoloration due to expansion or contraction of concrete or the soil on which it is laid. There is no known method for eliminating this condition. Salt applied for de-icing and snow melting will damage and discolor concrete.

(B) Mortar-cracks which can develop in bonding bricks together. This is a normal condition due to the shrinkage in either the mortar or the brick and this will not affect the structural strength of the Dwelling.

(C) Changes of the grading of the ground by anyone other than the Builder or his employees, agents or subcontractors.

(D) Cracks in Sheetrock, paneling, molding and wood which can appear during the normal drying out process of the Dwelling.

(E) Minor cracking or loss of grouting between tiles or between tile and other material.

(F) Minor openings of joints in resilient flooring, vinyl, rubber tile, etc.

(G) Floor squeaks. Extensive research concludes that much has been accomplished in avoiding floor squeaks, but complete avoidance is almost impossible. Generally, these will appear and disappear with changes in humidity.

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

(H) Variations, minor shrinkage or warpage in stained woods, wood cabinets, paneling, doors and trim. Separation of trim moldings from finished walls and shrinkage of caulking less than 1/4".

(I) Paint. Color fastness under conditions of exposure to extreme sun and weather conditions cannot be maintained, although wood surfaces will still have protection of paint. Paint cracks may occur that are not attributable to the paint or its application. Variations cannot be controlled. Touch-up paint may vary slightly from the original color and does not warrant repainting the entire surface.

(J) Chips, scratches or mars in tile, woodwork, walls, porcelain, bricks, mirrors, plumbing fixtures, minor scratches on Formica, glass, carpet stains or other patent defects not recognized at the time of the final walk-through prior to Settlement.

(K) Sodding, seeding, shrubs, trees and planting. These are to be inspected by the Purchaser prior to possession. Unless otherwise noted in writing at that time, these items for the purpose of this Limited Warranty are considered to be in good condition are not included in the Limited Warranty. Care and maintenance of these items becomes the responsibility of the Purchaser at the time of possession.

(L) Insect damage or infestation after Settlement.

(M) Defects in mechanical, electrical and other equipment and appliances which are covered by manufacturers' warranties.

(N) All other conditions which customarily are regarded as normal maintenance responsibilities or as acceptable construction variations.

(O) Loss or damage from accidental causes beyond the fault and control of Builder including, but not limited to the following: Fire, explosion, smoke, water escape, windstorm, hail, lightening, flood, and falling trees.

(P) Condensation on windows and doors. Condensation in basements.

(Q) Owner provided Items.

III. A number of materials, both manmade and nature created, will have color, texture, grain, finish, size, density, etc. variations both within the material itself and when compared with samples. These variations are both inherent and unavoidable. These materials include, but are not limited to, ceramic and quarry tile, marble, brick, mortar, all wood products, stone, paint, stain, pre-cast materials, grout, plumbing and appliance finishes,

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

plaster, synthetic trim materials, laminates, cultured marble, interior hardware, resilient flooring, concrete, asphalt, etc. Purchaser understands and accepts inevitable variations.

IV. The provisions of this Limited Warranty shall not apply if there is any money owed by the Purchaser to the Builder, including extras, unless such money is covered by an executed escrow agreement.

V. This Limited Warranty gives you specific legal rights, and you may also have other rights under the laws of the State of Maryland or Montgomery County.

VI. In order for the Purchaser to obtain performance under this Limited Warranty, notice of a defect must be filed, in writing, with the Builder. Such notice must be mailed by first class mail: return-receipt requested, to the Builder at the address stated on this Limited Warranty and must be received before the expiration of the Warranty Period. If a defect occurs in an item which is covered by the Limited Warranty, the Builder will repair, replace, or pay the reasonable cost of repairing or replacing the defective items. The Builders total liability, under this Limited Warranty is limited to the purchase price of the Dwelling. The choice among repair, replacement or payment is the Builders.

In the event the Builder repairs or replaces, or pays the cost of repairing or replacing, any defect covered by the Limited Warranty for which the Purchaser is covered by other insurance, said Purchaser shall, upon request by the Builder, assign the proceeds of said insurance to the Builder to the extent of the cost of the Builder of such repair or replacement.

VII. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND GIVEN BY BUILDER IN CONNECTION WITH THE CONSTRUCTION OR SALE OF THE HOUSE AND RELATING TO THE QUALITY OR CONDITION OF ANY PART OF THE HOUSE, OF THE LOT, OR OF ANY EQUIPMENT, FIXTURE, APPLIANCE OR OTHER PROPERTY SUPPLIED WITH THE HOUSE EXCEPT AS PROVIDED HEREIN. ALL OTHER EXPRESS OR IMPLIED WARRANTIES PERTAINING TO THE DWELLING, ITS MATERIALS, EQUIPMENT, FIXTURES OR APPLIANCES ARE SPECIFICALLY DISCLAIMED AND EXCLUDED BY THE BUILDER INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FITNESS FOR HABITATION. IN NO EVENT SHALL BUILDER BE RESPONSIBLE TO PURCHASER FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR DELAY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE BUILDERS ALLEGED FAILURE TO COMPLY WITH THE TERMS OF THIS LIMITED WARRANTY OR ANY OTHER WARRANTY WHETHER OR NOT EXCLUDED HEREIN. NO OFFICER, EMPLOYEE OR AGENT OF BUILDER IS AUTHORIZED TO GRANT ANY OTHER EXPRESS WARRANTY OR MODIFY THE PROVISIONS OF THIS LIMITED WARRANTY AT ANY TIME.

DocuSign Envelope ID: 53EAE6A3-CFA5-464E-9F1B-1C3900FF0720

VIII. All claims, disputes and other matters in question between the Builder and Purchaser concerning completion of the Dwelling, performance of any punch list or punch list item and any and all other items arising out of or relating to the Builders Limited Warranty, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Notice of the Demand for Arbitration shall be filed in writing with the other party to the Limited Warranty and with the Washington, D.C., office of the American Arbitration Association and shall be made within a reasonable time after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Purchaser agrees to make the Dwelling and any alleged defects available for inspection by the Builder and its representatives upon reasonable notice. This arbitration clause shall not apply to disputes involving items which are a consumer products within the meanings of the Magnuson-Moss Warranty Act. The decision of the arbitrator(s) shall be binding by any court of competent jurisdiction. This agreement to arbitrate shall be specifically enforceable under the laws of the State of Maryland.

IX. This Limited Warranty is not transferable and is for the use and benefit of the original Purchaser, only during the occupancy of the premises within the Warranty Period.

X. DCG cannot be responsible for any damage resulting from delinquency or delays in reporting

IN WITNESS WHEREOF, DOUGLAS CONSTRUCTION GROUP, LLC, has caused this Limited Warranty to be executed and the same has been accepted by the Purchaser as evidenced by their signature hereto on the _____ day of _____, 2019. The effective date of this Limited Warranty will be the date of possession or transfer of record title, whichever occurs first.

_____

Douglas Monsein Date
Douglas Construction Group, LLC

_____ _____

BUYER Date BUYER Date